

**Government of the District of Columbia
Child and Family Services Agency**

**REQUEST FOR APPLICATIONS (RFA)
DCRL-2025-U-0011**

**Fiscal Year 2025
Families First DC Program
Central Northeast/Greenway (Ward 7)**

The Child and Family Services Agency, Contracts and Procurement Administration invites the submission of applications for funding through the District of Columbia.

DEADLINES AND IMPORTANT DATES

Announcement Date:	Thursday, October 24, 2024
Request for Applications Release Date:	Friday, November 15, 2024
Pre-Application Meeting:	N/A
Application Submission Deadline:	Friday, December 20, 2024
Award Announcement By:	Wednesday, January 15, 2025

LATE APPLICATIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

Pursuant to the Child and Family Services Agency Prevention Services Grants Act of 2019, D.C. Law 17-199, (D.C. Law 2-22; D.C. Official Code § 4-1303.01 et seq.), the District of Columbia Child and Family Services Agency (“CFSA”) invites qualified applicants to submit grant application for the funding of projects dedicated to the establishment of one Family Success Center (FSC) in Ward 7. The FSCs’ role will be to promote resident and family well-being and improve community safety within their neighborhoods/clusters or across service areas that include multiple neighborhoods/clusters, known as "clusters."

In response to feedback from stakeholders, CFSA will be adopting a mixed strategy approach. In this strategy, Family Success Center located east of the Anacostia River will maintain a focus on neighborhood-specific needs and priorities. Centers west of the Anacostia River will adopt a cluster-based approach, considering the needs of residents across various neighborhoods. This strategy will enable the District to focus on Ward 7 and 8 neighborhoods, which have high prevalence of child abuse and neglect, while extending the Family Success Center model to Wards 1, 4 and 5 where such issues exist but are less prevalent.

A hybrid approach offers multiple benefits, particularly for experimentation and evaluation. By implementing both neighborhood-based and cluster-based strategies, CFSA will be able to compare and measure the effectiveness of each model. This comparison will allow the District to determine which strategy works best in different contexts and with different populations. It will also help identify best practices and potential improvements that can be applied across various regions. Additionally, the hybrid approach promotes a deeper understanding of community needs and the effects of targeted interventions, ultimately guiding future policy and resource allocation for greater success.

Accordingly, the Family Success Centers will be physically located and will serve residents of the following neighborhoods/clusters, as delineated by Figures 1-11 below:

Neighborhood-based Family Success Center:

- Central Northeast/Greenway (Ward 7)

Figure 1. Central Northeast (Ward 7)

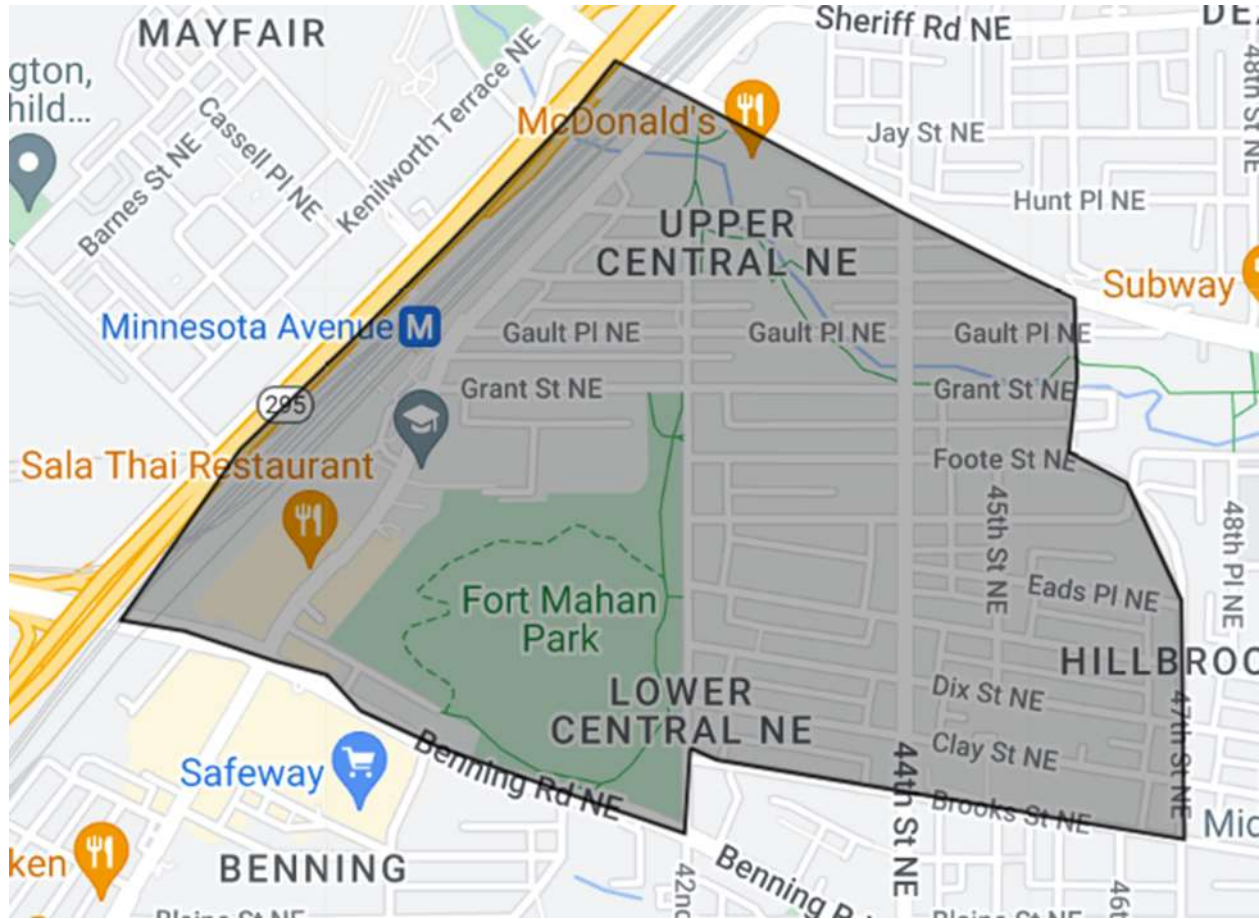
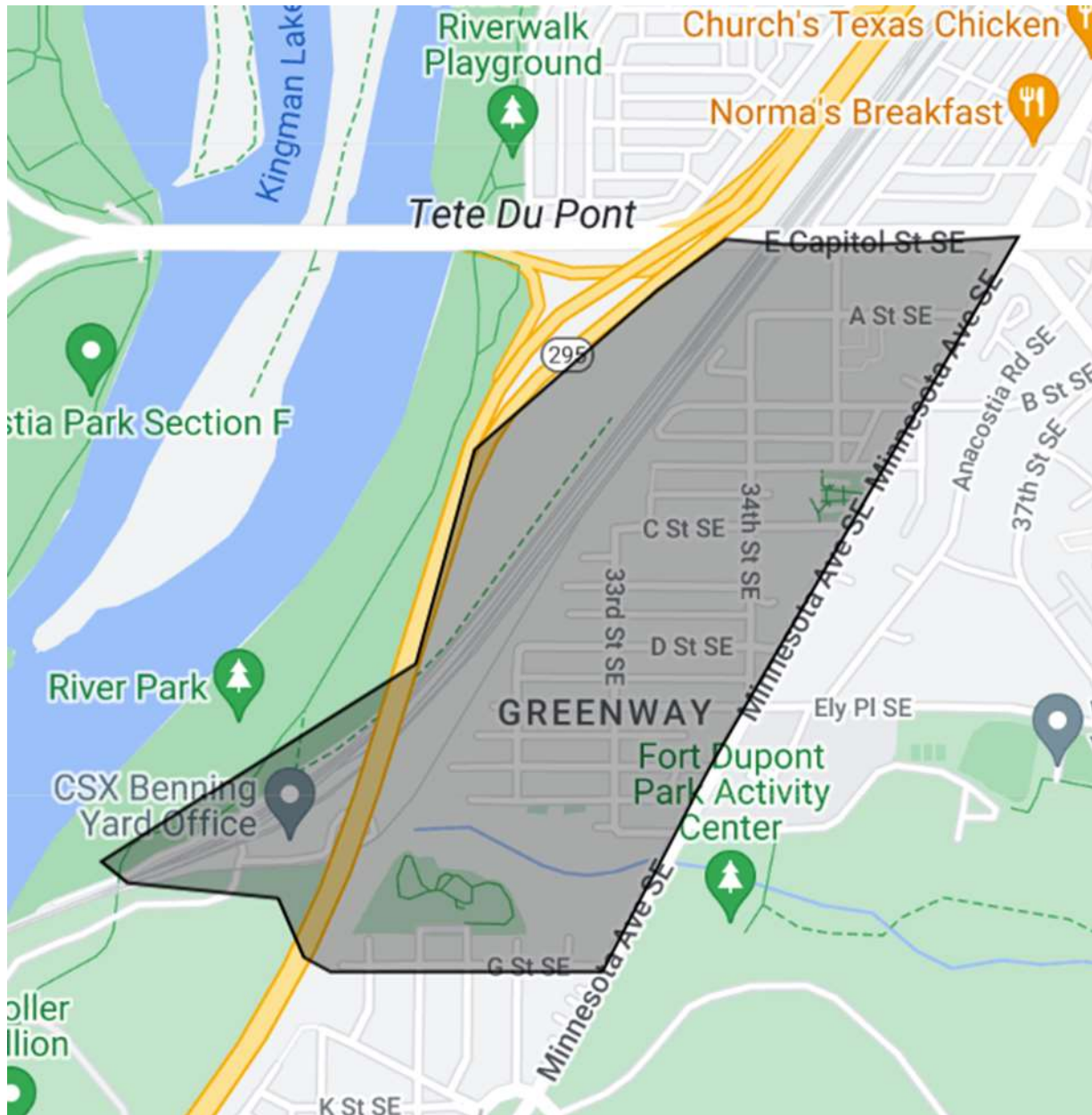


Figure 2. Greenway Service Area (Ward 7)



While each Family Success Center will have its own approach and structure, it will share the overarching philosophy of the Family Resource Center (FRC) model, which has been widely adopted throughout the United States. The FRC model is grounded in the belief that families are fundamental to building healthy communities and recognizes the positive impact that comprehensive support can have on their overall well-being.

Family well-being and community safety in Washington, D.C., are intricately connected. Strong family units serve as the building blocks of a stable community, fostering emotional support, resilience, and a sense of belonging. When families are supported with adequate resources, education, and healthcare, they contribute positively to the overall well-being of the community. Simultaneously, safe and secure communities provide the necessary conditions for families to thrive, fostering an environment where children can grow, learn, and play without fear. Investments in community safety initiatives, including evidence-based crime prevention, are vital for ensuring that families feel secure in their neighborhoods/clusters. Ultimately, the well-being of families and the safety of the community are interconnected pillars, forming the bedrock of vibrant and harmonious communities in the District of Columbia.

Figure 12. Dual mission of a Family Success Center



To achieve those two goals concurrently, the proposed grant supports Families First DC, a neighborhood-based, whole family approach for vulnerable families who live in DC. Families First DC aims to enhance family and resident well-being and community safety through five avenues:

- A) Offering **service navigation** by connecting residents with District government agencies and other community-based organizations, including Collaborative case management services when needed;¹
- B) Offering **on-site support** to all walk-in residents, such as food, clothing, toiletries, or rental assistance;²
- C) Organizing **one-off community event** focused on community safety, violence prevention including community outreach activities,³
- D) Implementing a coaching **program devised by community advisory council members with lived expertise**, with a necessary component being the ongoing measurement of individual-level well-being and/or community safety throughout the duration of the grant.⁴ and
- E) Delivering **high-fidelity, nationally recognized, evidence-based programs** aimed at improving well-being and/or community safety. The evidence-based practice should be accessible to families, not solely limited to young individuals.⁵

¹ Service navigation is the act of helping connect families and residents to service providers and resources available in their local communities, beyond the Family Success Center.

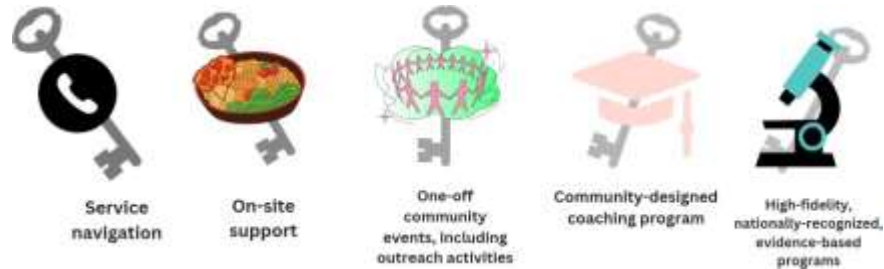
² On-site support refers to tangible and practical assistance provided to individuals or communities at the Family Success Center to address specific needs or challenges. This support often involves direct and material aid, such as financial assistance, resources, goods, or services, aimed at meeting immediate or essential requirements. Concrete support plays a crucial role in promoting well-being and resilience by addressing practical barriers and contributing to the overall stability and functioning of individuals or communities.

³ A "one-off community event" refers to a single, standalone occasion or happening within a community that is not part of a regular or recurring schedule.

⁴ A coaching program is characterized by its structured, sequential, ongoing nature, involving a series of planned activities over time to achieve sustained outcomes. In contrast, one-off events are singular occurrences with immediate objectives, lacking the continuous and sequential framework inherent in a coaching approach.

⁵ Nationally-recognized evidence-based programs are listed as "well-supported" by the Title IV-E Clearinghouse and/or "effective" by the CrimeSolutions Clearinghouse.

Figure 13. Five key components of a Family Success Center’s daily operations



Service navigation aims to help families understand their options, access appropriate services, and overcome barriers they may encounter along the way. For example, a Family Success Center may help a family in need of housing assistance by providing them with information about local housing programs, explaining eligibility requirements, and assisting with the application process. They may also connect the family with other support services, such as financial counseling or employment resources, to address the underlying causes of their housing instability.

On-site support, including vital resources like food and financial aid, are essential for family well-being. The Family Success Center will play a key role in offering tangible on-site assistance to walk-in families and residents in various ways. It may provide food pantries or meal programs to address immediate nutritional needs. Rental assistance may help families secure stable and safe living arrangements. Healthcare services could include access to affordable or free medical care, vaccinations, and wellness check-ups. Financial support may come in the form of access to emergency funds. In contrast to one-off events, continuous on-site support will be accessible to all walk-in visitors at the Family Success Center.

Recommendations on how to improve community safety will be solicited through one-off community events. These events will be facilitated by individuals with lived experiences, including members of the Family Success Center’s Community Advisory Council (CAC).

CAC members will also be responsible for designing a coaching program, which will be made available to a cohort of neighborhood residents.

At least one nationally recognized evidence-based model, listed as effective in the CrimeSolution Clearinghouse and/or well-supported in the Title IV-E Clearinghouse, will be used by the Grantee to provide services to children and families throughout the entire grant period.

Services will be focused on residents residing in the target areas, with an emphasis on families not yet involved with the child welfare system. However, services can be accessed by any resident across the District. Funds will support the cost of planning for up to 90 days for new awardees and Family Success Center site and implementation of community-driven, place-based initiatives focusing on multiple aspects of a family's life to improve well-being and community safety.

The Applicant will submit a comprehensive plan outlining the approach for serving 500 neighborhood residents annually, and 50 neighborhood residents monthly, excluding any one-off events from those counts.

Five Key Components	FY Target	Monthly Target
Service navigation	A minimum of 250 neighborhood/cluster area residents shall be referred externally to an organization other than the FSC's parent organization. Additionally, there should be documented proof in CFSA's designated third-party referral platform that the receiving organizations accepted the referrals and provided the help requested by the FSC for at least 125 neighborhood/cluster area residents.	A minimum of 20 neighborhood/cluster area residents shall be referred externally to an organization other than the FSC's parent organization. Additionally, there should be documented proof in CFSA's designated third-party referral platform that the receiving organizations accepted the referrals and provided the help requested by the FSC for at least 10 neighborhood/cluster area residents.
On-site support	A minimum of 250 neighborhood/cluster area residents shall receive on-site support provided directly by the FSC – not the parent organization.	A minimum of 20 neighborhood/cluster area residents shall receive on-site support provided directly by the FSC – not the parent organization.
One-off events	A minimum of neighborhood/cluster area residents shall participate in the FSC's one-off events.	No monthly target
Coaching program	A minimum of 25 neighborhood/cluster area residents shall participate in the coaching program by the end of the FY. A minimum of 13 neighborhood residents shall complete it successfully.	No monthly target.
Evidence-based program	A minimum of 25 neighborhood/cluster residents area shall participate in the evidence-based program by the	No monthly target

	end of the year. A minimum of 13 neighborhood/cluster area residents shall complete it successfully.	
Total target, unduplicated	By the end of the Fiscal Year, at least 500 residents from the neighborhood/cluster area will participate in one or more of the activities and services mentioned above, excluding one-off events.	Each month, at least 50 residents from the neighborhood/cluster area will participate in one or more of the activities and services mentioned above, excluding one-off events.

Community events occurring on a one-time basis, including outreach activities, will not be factored into the total monthly and annual service targets as their main goal will be to raise awareness of the Applicant’s service navigation and programming activities.

The plan should additionally specify the grantee's strategy for sending referrals on behalf of 250 neighborhood/cluster area residents annually through CFSA's third-party referral platform. Referrals sent to the Family Success Center’s mother organization shall not count towards those targets.

Selection and notification of grant award is scheduled to occur no later than January 31, 2025. Anticipated total funding available will be up to \$243,000.00 from January 2025-September 30, 2025, with the up to four one-year option period or successive fraction thereof. Applicants must demonstrate the capacity to have a community engagement and planning process started by January 1, 2025, and the program fully implemented by April 1, 2025.

District of Columbia Child and Family Services Agency (CFSA) Request for Applications (RFA) FY 2025 Families First DC Project

SECTION I: GENERAL INFORMATION

Background and Need

Families First DC’s objective is to enhance family and resident well-being and community safety by offering service navigation,⁶ providing on-site support; organizing one-off community events, including outreach activities,⁷ implementing innovative coaching programming developed by the community,⁸ and delivering high-fidelity, nationally recognized, evidence- based programs.⁹

Families First DC, as an initiative launched by the Mayor in 2019, had the following key design and implementation goals:

- **Empower communities** – through a place-based approach, neighborhoods/clusters and families will envision and create Family Success Centers to meet their needs. Community Advisory Committees will be established, neighborhood action planning will be employed, and strategically tailored community-based grants will be provided to fill services gaps to meet their community’s needs.

⁶ Service Navigation is the act of helping connect families and residents to service providers and resources available in their local communities. It encompasses warm handoffs to other community-based organizations and electronic referrals.

⁷ A "one-off event" is an occurrence that happens only once within the span of a fiscal year. It is a singular and unique event that does not recur regularly but instead takes place on a specific occasion within the defined timeframe of a fiscal year.

⁸ "Innovative coaching programming developed by the community" refers to unique and creative initiatives that are exclusively crafted and implemented by local residents. This type of programming stands out as it cannot be found elsewhere in the neighborhood, highlighting its distinctiveness and the community's active role in creating solutions tailored to its specific needs and challenges. This approach underscores the one-of-a-kind nature of the program, emphasizing its originality within the local context.

⁹ Nationally-recognized evidence-based programs are listed as “well-supported” by the Title IV-E Clearinghouse and/or “effective” by the CrimeSolutions Clearinghouse.

- **Integrate Services** – the Family Success Centers will be uniquely designed by each community to facilitate access to existing government resources and new initiatives tailored to meet families’ needs.
- **Focus Upstream** – The Family Success Centers will focus on increasing protective factors and mitigating trauma to build on community and family strengths. Services will be designed to prevent crises through early engagement, offer assistance to meet families’ basic needs, respond flexibly to the needs of families and the communities, and provide services outside of a traditional office setting.

The goals identified during the first round of funding serve as the program's cornerstone values, guiding the Family Success Centers' efforts throughout the grant period. However, in the present grant cycle, there will be a deliberate focus on enhancing resident and family well-being, alongside bolstering community safety.

To achieve these two goals, the Family Success Centers shall implement community-driven, place-based initiatives that focus on multiple aspects of a family’s life to improve well-being and stability. Informed by a Community Advisory Council, each FSC shall offer a combination of service navigation, on-site supports, innovative programming designed by the community, one-off community events including outreach initiatives, and nationally recognized evidence-based programs. Through placed-based centers, neighbors will have access to resources and services that they deem important. Each center will look different, based on the community’s strengths and goals, but will strive to be a safe, accessible place where neighbors can come to use a computer, access resources and services onsite, and attend classes and trainings.

Grantees will be responsible for establishing a Family Success Center in either Central NE or Greenway neighborhood. The service areas were identified based on substantiated reports of child abuse and neglect and violent crime data:

Neighborhood-based Family Success Center

- Central Northeast/Greenway (Ward 7)

Family Success Centers should build on the strengths of families and the communities in which they live. Grantees should use their funding annually to provide services not otherwise offered in the community, including a coaching program and a nationally recognized evidence-based program. In addition, grantees will be responsible for forming and supporting a Community Advisory Council (CAC), representative of the larger community, who will help inform the community engagement process, resources and services delivered, use of grant funds, and specific goals and outcomes. The CAC will be responsible for designing the coaching program.

SECTION II: AWARD INFORMATION

Source of Grant Funding

Funding is made available under the District of Columbia Fiscal Year 2025 (FY25) Budget Support Act of 2019.

Amount of Award

This RFA will make available up to \$243,000.00 per focus area (see Figures 1-2) for one (1) award to implement place-based family support initiatives per focus area.

Number of Awards and Individual Amounts

CFSA intends to award one (1) grant for the project. CFSA reserves the right to assign the amount of individual awards. Individual grant awards shall be up to \$243,000.00.

CFSA fully expects each Applicant to detail within their budget the breakdown and usage of all available funds..

Performance and Funding Period

The anticipated performance and funding base period is January 2025 – September 30, 2025. There shall be up to four one-year option periods. Award amounts are contingent upon the continued availability of funds and the recipient’s performance.

The base grant period is from the date the grant agreement is executed to September 30, 2025, subject to the appropriation of funds. Successful Applicant(s) must be prepared to sign the Grant Agreement within two-weeks of notification of the intent to award. The District may extend the term of the Grant Agreement for a period of four additional one-year option periods, or successive fractions thereof by written notice to the Grantee, should further appropriations be made available or funds from other sources be made available. The notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option. The District reserves the right to issue a new grant announcement.

Non-Supplementation

Recipients must supplement, and not supplant, funds from other sources for initiatives that are the same or similar to the initiatives being proposed in this award.

Explanations to Prospective Applicants

At any time, the Agency may suspend or terminate this RFA pursuant to the *Child and Family Services Agency Budget Support Act of 2019*, CFSA reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA. Prospective Applicants are solely responsible for checking the OPGS website (<http://www.opgs.dc.gov>) and OCP Ariba e-sourcing (<https://ocp.dc.gov/service/ocp-solicitations>) for any changes or updates to the RFA and/or the application process.

The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the Applicant's sole responsibility.

SECTION III: SUBMISSION INFORMATION

Application Forms and Content Format

Applicant Checklist

- The Applicant organization/entity has responded to all sections of the Request for Application (RFA).
- The Applicant Profile, found in Attachment A, contains all the information requested and is affixed to the front of the application.
- The conflict-of-interest policy:** A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict-of-interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an appropriate benefit. The applicant must document their conflict-of-interest policy.
- The Program Budget is complete and complies with the Budget form in (Attachment C) of the RFA. The budget narrative is complete and describes the category of items proposed. It should project income and expenses for the current fiscal year.
- Separation of duties policy:** This statement should indicate how the organization separates financial transactions/duties between people within the organization for the purposes of preventing fraud and or waste. This policy should reflect the process of how major financial processes are handled such as assets handling, bookkeeping, and transaction comparison or review.
- Financial Statements:** The Applicant shall provide a copy of its most recent and complete set of audited or unaudited financial statements available for their organization. If audited financial statements have never been prepared due to the size or newness of an organization, the applicant must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an

authorized representative of the organization, and any letters, filings, etc. submitted to the IRS within the three (3) years before the date of the grant application.

- Tax Exemption Letter (if applicable)/DC Certificate of Clean Hands:** Provide a copy of your organization's tax status and Certificate of Clean Hands.
- The application shall be formatted on 8 ½ by 11-inch paper, double-spaced, on one side (no single spacing). Applications that do not conform to this requirement will not be forwarded to the review panel.
- The Application Summary section is complete and is within the page limit for this section of the RFA submission.
- The Organizational Experience and Qualifications of Applicant are complete and within the 2-page limit for this section of the RFA submission.
- The Project Narrative section is complete and is within the 10-page limit for this section of the RFA submission.
- The Applicant is submitting the required one original copy of its application, including the one redacted (1) copy in Ariba e-sourcing.
- The application conforms to the "Application Format" of the RFA. The review panel will not review applications that do not conform to the application format.
- The appropriate appendices are included. These must include EEO, First Source Employment Agreement, DC Certificate of Clean Hands (OTR /DC Bidder Offeror); and can include program descriptions, staff qualifications, individual resumes, licenses (if applicable), and other supporting documentation.
- The application is submitted to Child and Family Services Agency, Contracts and Procurement Administration, no later than 2:00 p.m. via Ariba e-sourcing, on the deadline date.

All grantees shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). By submission of its application, the Applicant is certifying and agreeing to comply with 29 DCMR § 8207. Failure to comply with the requirements may render a grantee subject to suspension of grant payments, termination of the grant or other available legal remedies.

Applicants are required to follow the format below and each application must contain the following information All files may not exceed 20 pages when printed and should include: Project abstract, project narrative, budget justification, organizational chart, staffing plan, partnerships and documentation, and work plan:

- Applicant Profile (Not counted in page total, See Attachment A)
- Table of Contents (Not counted in page total)
- Original Receipt (Not counted in page total, See Attachment B)
- Application Summary (2-page limit)
- Project Narrative (10-page limit)
- Organization, Experience and Qualifications of Applicant

- Needs & Strengths Assessment (Not counted in page total)
- Partnerships Description
- Work Plan (Not counted in page total, See Attachment E)
- Partnerships Documentation
- Organizational Information
- Project Budget (Not included in page total, See Attachment B)
- Statement of Certification (Not included in page total, See Attachment C)
- Acknowledgement of District and Federal Statutes (Signature) (Not included in page total, See Attachment D)
- Appendices (Not counted in page total)

SECTION IV: APPLICATION REQUIREMENTS

The purpose and content of each section is described below. Applicants should include all the information needed to adequately describe their objectives and plans for services. It is important that applications reflect continuity among the goals and objectives, program design, work plan of activities, and that the budget demonstrates the level of effort required for the proposed services.

Project Narrative

Applicant Profile

Each application must include an Applicant Profile, which identifies the Applicant, type of organization, selected service area (see Figures 1-2), and the amount of grant funds requested. **See Attachment A.**

Table of Contents

The Table of Contents should list major sections of the application with quick reference page indexing.

Application Summary

Briefly describe the purpose of the proposed project and the place-based community identified. It should also highlight the overall strategy to improve well-being and community safety in the selected service area(s), based on input from individuals with lived experience. If applying for more than one community, a description should be provided for each.

Project Description

This section should provide a comprehensive framework and description of all aspects of the proposed project. If applying for more than one community, a project description should be provided for each. Additionally, this section should include a description of how the Applicant intends to implement Families First DC's five key components: 1) service navigation; 2) the provision of on-site support; 3) the organization of community events, including outreach activities, centering on well-being and community safety; 4) the community design and implementation of a coaching program aimed at improving family and resident well-being, and/or reducing the number of violent crime incidents, including gun violence and homicides, in the service area; and 5) the implementation of at least one nationally-recognized, evidence based program listed as "effective" by the CrimeSolutions Clearinghouse and/or "well-supported" by the Title IV-E Clearinghouse. It should be succinct, self-explanatory and well organized.

- Identify and describe the community or communities that will be served through this project.
- Describe the applicant's experience working in the community or communities that will be served through this project.
- Describe the applicant's strategies for implementing the place-based initiative and how strategies will be operationalized to achieve resident and family well-being, and community safety.
- Detail your vision for the Family Success Center. How does it look? How do families feel when they come in?
- Describe your plan for providing service navigation at the Family Success Center, outlining how residents will be linked with community-based organizations, and detailing the process of entering, receiving, and managing electronic referrals through CFSA's designated third-party referral platform.
- Describe your vision for providing on-site supports.
- Describe your plan for organizing community events, incorporating outreach initiatives, with a focus on well-being and community safety. These events should provide opportunities for residents to engage in conversations and offer recommendations on these subjects, scheduled to occur at least once every quarter.
- Provide details about your vision for executing a coaching program crafted by members of the Community Advisory Council. The primary objectives of the coaching program should focus on enhancing family well-being and/or reducing the number of violent crimes, including gun violence and homicides, within the designated service area.

- Select at least one evidence-based program recognized as "effective" by the CrimeSolutions Clearinghouse and/or "well-supported" by the Title IV-E Clearinghouse. Clarify your rationale for selecting this program and strategy for implementing it.
- Describe how the proposed project meets the requirements in the Scope of Services Section (please see Performance Requirements Section for more details).
- Outline the rationale for selecting the proposed activities and objective, including an assessment of the current needs and assets in the community. Describe how strategies are based upon evidence-based, evidenced-informed or promising practices/programs.
- Describe how participants will be recruited, enrolled, and retained in the program. What community engagement efforts will you conduct to get people in the door? How will you keep them coming back?
- Describe how objectives will maximize public health and social impact, building, sustaining and operationalizing enhanced community capacity.
- Indicate plans for sustainability of the initiative beyond the projected funding period.

Organization, Experience and Qualifications of Applicant

Provide information on the applicant organization's current mission and structure, scope of current activities; and describe how these all contribute to the ability of the organization to conduct the program requirements and meet program expectations.

- Describe the applicant's experience providing services that support well-being and community safety and how this will translate to this initiative.
- Describe the applicant's experience engaging communities to improve well-being and community safety outcomes.
- Describe the staff acceptance, readiness to implement, feasibility of implementation and sustainment.
- Describe the applicant's accounting structure. The structure should demonstrate the organization's ability to maintain effective internal controls and demonstrate the ability to provide accurate and complete information about all financial transactions related to this program.
- Describe the applicant's data entry, data quality, and continuous quality improvement structure. The structure should demonstrate the organization's ability to maintain reliable data and utilize that data to improve the quality of services.

Needs & Strengths Assessment

- This section should help reviewers understand the needs and strengths of the community, with a focus on well-being and community safety. If applying for more than one community, a needs and strengths assessment should be provided for each community. To the extent possible, applicants should build on needs and strengths assessments already conducted in the community or communities over the past year. Describe the well-being and safety needs of families living in the place-based community or communities selected by the applicant.

- Describe the well-being and safety disparities of the place-based community or communities selected by the applicant, including relevant data.
- Identify a comprehensive list of organizations who are already contributing to the well-being of residents and families, and safety of the community, within the service area. Provide a comprehensive list of those organizations' well-being and safety activities.
- Describe the process by which the place-based community was selected from CFSA's service area maps (cf. Figures 1-11).

Partnerships Description

In this section, the applicant must describe the plan to involve other key partners in their work.

- Describe the applicant's experience working collaboratively with government agencies, including health, social service, education and public safety, to implement social service programs.
- Describe the applicant's experience working with agencies and organizations in other sectors to advance a community goal and achieve improved community outcomes.
- Outline plans to apply for, and secure, additional financial support to the Family Success Center from federal and/or local government agencies, with a specific focus on activities offered directly by the Family Success Center's staff at the center's location, including service navigation, on-site support, coaching programming, and evidence-based programming. Specify the government agencies you plan to partner with by clearly identifying the entities targeted for future funding applications. Provide a proposed timeline for forthcoming grant applications to the identified agencies. The plan will not address funding for activities conducted outside the Family Success Center's premises or those not facilitated by the center's staff, as they are not pertinent to the Family Success Center's activities.
- Describe plans for establishing a new, or engaging an existing, cross-sector network of partners to support the implementation, and evaluation, if applicable, of the applicant's program. If applying for more than one community, these plans should be described for each.
- As appropriate, identify meaningful support and collaboration with key stakeholders in planning, designing and implementing all activities, including development of the application.

Project Attachments

Work Plan

The Work Plan is required (Attachment E). The proposed work plan outlines the Applicant's approach to implementing the five key components of Families First DC, which include: 1) facilitating service navigation; 2) providing on-site support; 3) organizing community events and outreach activities; 4) implementing a coaching program designed by Community Advisory Council members, and aimed at simultaneously improving well-being and reducing the number

of violent crime incidents, including gun shootings and homicides, in the service area and throughout the remaining duration of the grant; and 5) implementing at least one nationally-recognized, evidence-based program acknowledged as "effective" by the CrimeSolutions Clearinghouse and/or "well-supported" by the Title IV-E Clearinghouse throughout the grant period, while ensuring high fidelity to the program's original model. The plan must specify the chosen evidence-based program and detail the process of monitoring fidelity on a monthly basis.

The Work Plan is required to outline the Applicant's strategy for recruiting 10 members of the Community Advisory Council, who will collaboratively devise a coaching program, complete with a Program Manual. The Program Manual is expected to encompass the following sections: Program Overview, Program Goals, Participant Eligibility and Intake, Program Services, Staff Qualifications and Training, Equity, Diversity, Inclusion, and Belonging, Quality Improvements, and Evaluation and Outcome Measures. Furthermore, the Work Plan should discuss the involvement of Community Advisory Council members in the program's implementation, CQI, and/or evaluation beyond the coaching program design phase. The Work Plan should address how CAC members will actively:

1. ensure that the community's diverse perspectives, needs, and concerns are accurately represented in the decision-making process;
2. gather information about the effectiveness of existing programs, identify gaps in services, and relay community suggestions for improvement;
3. actively engage with the community through outreach activities and events;
4. advocate for supports within the community, ensuring that families have access to essential resources;
5. help identify root causes of safety issues, propose solutions, and assist in the implementation of safety initiatives that align with the community's values;
6. assist in organizing and promoting community events and outreach activities;
7. ensure that the programs and services offered by Families First DC are culturally competent and responsive to the diverse backgrounds within the community;
8. ensure that the programs and services offered by Families First DC are culturally competent and responsive to the diverse backgrounds within the community.

The process for serving at least 50 residents monthly (excluding one-off events) and 500 residents annually (excluding one-off events) should also be detailed. The applicant is required to clarify their expectation regarding the predominant method of serving residents, whether it be through 1) service navigation, 2) on-site support, 3) coaching programming designed by the Community Advisory Council (CAC), or 4) nationally-recognized evidence-based programs. One-off community events should not be the primary method of serving residents.

The plan must detail the Applicant's strategy for implementing a recurring coaching program, crafted by members of the Community Advisory Council, catering to cohorts of up to 25 individuals with a duration of up to 12 weeks. This program is envisioned to run at least once a

year until the conclusion of the grant period. The overarching goal of the coaching initiative will be to enhance the well-being of families and residents and/or contributing to the reduction of violent crimes, including gun violence and homicides, in the designated service area.

The plan must also outline the integration of a resident discussion on recent safety issues, such as gun violence, and available community safety programs into all one-off community events, to be held at least once every quarter throughout the duration of the grant. It should detail how recommendations provided by residents during those one-off community events shall guide community advisory council members' design of a coaching program aimed at improving well-being and/or reducing the number of violent crime incidents in the neighborhood. Finally, the plan shall outline the Applicant's strategy for following up with community event participants, offering service navigation, providing information on the Center's evidence-based program(s); and connecting them with services beyond those offered by the Family Success Center.

The Applicant shall provide a list of at least five community-based organizations located in the service area, other than the Family Success Center's mother organization, that it intends to partner with in order to refer families to available services. The list shall also include a description of the programs that are currently offered by those partnering organizations, and explain why those programs would contribute to both well-being and community safety.

The work plan should include details regarding the potential address of the Family Success Center, ensuring that the address falls within the specified service area boundaries. If there are plans for the center to be situated outside these boundaries, a thorough justification for this decision must be provided. Additionally, the Applicant must discuss their strategy for conducting outreach activities within the service area, especially if these activities are intended to take place outside the physical location of the Family Success Center.

The work plan should intricately describe the physical advertising strategies, including the placement of prominent signs at the Family Success Center's location. This may involve banners, posters, or other tangible materials displayed within and around the center to attract attention. For instance, physical advertising efforts could include:

- **Outdoor Banners:** Placing colorful banners with key messages about the Family Success Center's services and events at visible points outside the facility.
- **Indoor Posters:** Displaying informative posters within the center to inform visitors and participants about ongoing programs, resources, and upcoming events.
- **Brochures and Flyers:** Distributing printed materials with details about the Family Success Center's offerings to nearby community centers, local businesses, and public spaces.
- **Community Bulletin Boards:** Utilizing physical bulletin boards in strategic locations within the service area to share updates, event schedules, and success stories.

The work plan must also provide an elaborate description of the strategies for digital advertising of the Center. Specifically, the plan should delineate the Applicant's methods for promoting Family Success Center initiatives on social media platforms and creating a dedicated presence on all four of the following media: Google Maps, YouTube, Facebook, and Instagram. This online presence should be maintained consistently throughout the entire duration of the grant. The social media pages should be exclusively focused on the Family Success Center itself, and should be distinct from the mother organization applying for the grant. The plan should outline the Applicant's strategy for regularly sharing a minimum of one video per month, showcasing the activities of the Center and emphasizing its impact on well-being and community safety.

- The work plan should include a chronological list and description of activities to be performed. Each activity should have an identified responsible staff, and target completion dates.
- The work plan should include process objectives. Objectives should be SMART (Specific, Measurable, Achievable, Relevant, and Time-Framed). Each objective should be tied to resident/family well-being and/or community safety.

Partnerships Documentation

Applicant should provide letters of commitment or support from other agencies and organizations pertinent to the success of the proposed project (*no template provided*).

Organizational Information

- A one-page organization chart is required (*no template provided*).
- The applicant's staffing plan must be submitted (*no template provided*). The staffing plan should describe staff qualifications and include type and number of FTEs. Staff CVs, resumes, and position descriptions may also be submitted.

Project Budget

The application should include a project budget using the form provided in Attachment B. The project budget and budget justification should be directly aligned with the work plan and project description. Budget must reflect the 12-month start-up and implementation period. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct and indirect costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the Applicant arrived at the budget figures.

Appendices

This section shall be used to provide technical material, supporting documentation and endorsements, and must include copies of Applicant's:

- Equal Employment Opportunity
- Position Description & Specifications

- First Source Employment Agreement
- DC Certificate of Clean Hands (OTR/DC Bidder Offeror)

Such items may also include:

- Audited financial statement
- Indication of nonprofit corporation status
- Roster of the Board of Directors
- Proposed organizational chart for the project
- Organizational budget (as opposed to project budget)

Request for Application Provisions

- The Agency may conduct pre-award on-site visits to verify information submitted in the application and to determine if the Applicant's facilities are appropriate for the services intended.
- The Agency may enter negotiations with an Applicant and adopt a firm funding amount or other revision of the Applicant's application that may result from negotiations.
- If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control, and it shall be the responsibility of the Applicant to ensure compliance.

Application Identification

This RFA will be conducted electronically using the District's Ariba e-sourcing system. To be considered, an applicant must submit the required attachments via the Ariba e-sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile applications may not be accepted.

All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

Applicants shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

The District will reject any offer that fails to include a subcontracting plan that is required by law.

REQUIREMENT FOR AN ELECTRONIC COPY OF APPLICATIONS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the application submission requirements above, the applicant must submit an electronic copy of its application, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the applicant's application must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District applications following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful applications will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

APPLICATION SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF APPLICATIONS AND LATE APPLICATIONS

RFA Submission

RFA shall be fully uploaded into the District's Ariba e-sourcing system no later than the closing date and time. The system will not allow late applications, modifications to applications, or requests for withdrawals after the exact closing date and time.

Paper, telephonic, telegraphic, and facsimile applications **shall not** be accepted or considered for award.

It is solely the applicant's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's Ariba e-sourcing system before the closing time. You may use Microsoft Internet Explorer versions 6, 7, 8, 9, 10, or 11, Microsoft Edge, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.

Withdrawal or Modification of Applications

An applicant may modify or withdraw its RFA via the District's Ariba e-sourcing system at any time before the closing date and time for receipt of applications.

Late RFA

The District's Ariba e-sourcing system will not accept late applications or amendments to the RFA's after the closing date and time for receipt of applications.

Late Modifications

A late modification of a successful application, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

EXPLANATION TO PROSPECTIVE APPLICANTS

If a prospective applicant has any questions relating to this RFA's, the prospective applicant shall submit the question electronically via the District's Ariba e-sourcing system's instructions. The prospective applicant should submit questions no later than 7 days prior to the closing date and time indicated for this RFA. The District may not consider any questions received less than 7 days before the date set for submission of applications. The District will furnish responses via the District's Ariba e-sourcing system's messaging process. An amendment to the RFA will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective applicant. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

RESTRICTION ON DISCLOSURE AND USE OF DATA

Applicants who include, in their application, data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This RFA includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a grant is awarded to this applicant as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this application if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

Application Submission Date and Time

Applications are due no later than **2:00 p.m., on Friday, December 20, 2024** via the District's Ariba e-sourcing system. To be considered, a prospective grantee must submit the required attachments via the Ariba e-sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile applications may not be accepted.

SECTION V: PROGRAM AND ADMINISTRATIVE REQUIREMENTS

Use of Funds

Grant funds shall only be used to support activities as outlined in this RFA and may not be used for direct financial assistance to clients and their families. Funds during the option years shall support specific program-related activities for up to twelve (12) months, including costs associated with:

- Establishing collaborative partnerships necessary to guide and support successful program development and implementation, and finalize all partnership agreements;
- Identifying the existing supportive services and/or the funding streams that will be used to sustain service delivery after completion of the project; and,
- Indirect costs shall not exceed 10% of the overall budget.

NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- 1) As calculated using a de minimis rate of 10% of all direct costs under this contract; By negotiating a new percentage indirect cost rate with the awarding agency;
- 2) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with below; or
- 3) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance and certified in writing by the certified public accountant.

If this grant is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

The Contractor shall pay its subcontractors which are nonprofit organizations the same

indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

Grant Agreement

Applicant shall be required to sign a Grant Agreement prior to funds being transferred. The Grant Agreement outlines the necessary terms and conditions of the grant award. CFSA reserves the right to require modifications to the program budget prior to award. A Grant Agreement shall be finalized within two weeks of notification of intent to award.

Grant funds under the Grant Agreement shall be dispensed in payments following submission of an approved invoice for payment of grant funds. If the Grantee fails to provide the required documentation within the stated time period, the Grantor may, at its discretion, suspend funding to the program. Invoices must be submitted according to the procedure outlined in the Grant Agreement. Failure to submit invoices as required may result in a delay of payment of grant funds.

SECTION VI: ELIGIBILITY INFORMATION

Eligible Applicants

The following are eligible organizations/entities who can apply for grant funds under this RFA: Non-profit organizations; Private organizations; Public organizations; Faith-based organizations. Consideration for funding shall be organizations meeting the above eligibility criteria and having documentation of providing services for families in the neighborhood(s) the organization applies to serve. Partnerships between organizations are welcomed. Applicants must provide letters of commitment, co-applications, or letters of support for existing partnerships if performance will depend on another organization.

Performance Requirements

Target Population

Families and residents residing in neighborhoods/clusters identified by Figures 1-11.

Location of Services

Services must be delivered, and the Family Success Center must be located, within one community with pre-determined geographic borders, from the eleven communities identified in Figures 1-11. Organizations may apply to serve more than one community.

Applicants should identify potential locations for service delivery, and during the base period, organizations should work with residents to determine the best location for their neighborhood. While each center will look different based on space, programming, and community feedback, each space will need to have core elements such as computers for public use, space for client/staff meetings, and common areas.

Partnerships with DC Public Schools (DCPS) and DC Public Libraries (DCPL) are currently being explored. Certain schools and libraries may be available as site locations for Families Success Centers. Should your preference be to utilize a school or library, please indicate this in your application. CFSA will facilitate conversations between interested grantees and DCPS/DCPL once grants have been awarded. Use of DCPL or DCPS space will be subject to formal agreement by these agencies.

Scope of Services

Applicants shall design and implement a community-driven, place-based initiative with the goal of promoting family and resident well-being and community safety. Grantee activities shall consist of the following in Year 1:

- Provide service navigation services
- Provide on-site support
- Organize one-off community events, including outreach activities, aimed at discussing recent safety issues and raising awareness of available community safety programs
- Design and implement a coaching program
- Implement at least one nationally-recognized, evidence-based program listed as effective by the CrimeSolutions Clearinghouse and/or well-supported by the Title IV-E Clearinghouse
- Monitor and improve fidelity to the evidence-based program's model
- Conduct a robust community engagement process to learn directly from the community about their strengths and gaps, as well as desired programs and services
- Establish a community advisory council for each neighborhood and conduct capacity building for the council.
- Establish a physical location to house a Family Success Center for each focus area, with input from the community, and prepare the center to open mid January 2025.
- Identify strategies to empower communities, provide families with opportunities for economic mobility, ensure that all family members are healthy and safe, and help all families meet their education and employment goals for families. Strategies should be family-centered, based on evidence-based, evidence-informed or promising practices, and focus on family empowerment and community engagement
- Demonstrate the knowledge and ability to support the two-generational approach and outline how program/service includes strategies that promote positive, intentional and planned interactions between the parent/caregiver and child. Develop two-generational approaches to government services, as well as supplemental services to be provided by community partners.
- Implement data collection procedures.
- Create strategic partnerships that engage multiple sectors and community stakeholders to accomplish program goals.
- Participation in a community of practice to share best practices and resolve challenges across centers.

Grantee activities shall consist of the following in the option years:

- Provide service navigation services
- Provide on-site support
- Organize one-off community events, including outreach activities, aimed at discussing recent safety issues and raising awareness of existing community safety programs
- Design and implement a coaching program
- Implement at least one nationally recognized, evidence-based program listed as effective by the CrimeSolutions Clearinghouse and/or well-supported by the Title IV-E Clearinghouse
- Monitor and improve fidelity to the evidence-based program's model
- Continue to implement strategies to improve well-being and community safety. Strategies should be family-centered, based on evidence-based, evidence-informed or promising practices, and focus on family empowerment and community engagement
- Develop two-generation approaches for connecting residents to government services from the pre-approved menu in Figure I, as well as supplemental services to be provided by community partners.
- Continue to create strategic partnerships that engage multiple sectors and community stakeholders to accomplish program goals.
- Develop and implement planning for sustainability of initiative beyond funding period.
- Participation in a community of practice to share best practices and resolve challenges.

SECTION VII: GENERAL PROVISIONS

Confidentiality of Records

Information concerning CFSA-involved children and families is strictly confidential and shall not be divulged to unauthorized persons (see D.C. Official Code §§ 4-1303.06 and 4-1405). The Grantee must demonstrate an ability to maintain the confidentiality of a client's information and to report the information specified below to CFSA. Specifically, upon notification of award, the Applicant agrees to and will abide by the following conditions:

- Whoever willfully disclosed, receives, makes use of or knowingly permits the use of confidential information concerning a child or individual in violation of D.C. Official Code §§ 4-1303.06 (applies to all CFSA records) shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$1,000.00 (D.C. Official Code § 4-1303.07).
- All project staff, prior to engaging in work with CFSA, shall sign a confidentiality statement. Prior to service initiation, Grantees shall develop and submit a signed confidentiality statement for each current staff person who will be working under the Agreement.

DATA OWNERSHIP

CFSA retains ownership of all client-level data produced under this grant. All data related to referrals, services rendered, satisfaction with services, and impact on well-being will be accessible to CFSA staff. CFSA will be responsible for administering satisfaction and well-being surveys to FSC participants.

HIPAA PRIVACY COMPLIANCE

For the purpose of this agreement the **Child and Family Services Agency (CFSA)**, a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the “HIPAA Regulations”) and **Applicant**, as a recipient of Protected Health Information or electronic Protected Health Information from **CFSA**, is a “Business Associate” as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Cluster-Based Family Success Center*: A cluster-based Family Success Center serves several neighborhoods within a larger area or region. This type of center encompasses a broader range of communities.
- c. *Closed Loop Referral* involve facilitating a direct and formalized connection between a participant and a service provider or specialist to ensure seamless continuation of care or support. They involve a structured process where the referrer formally communicates with the referred entity, providing detailed information about the client's needs, preferences, and relevant background. The referrer takes an active role in coordinating the referral process, ensuring that the client relates to the appropriate resources or expertise. This process often includes

- feedback loops where the referrer receives updates on the client's progress or outcome of the referral.
- d. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- e. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f. *Designated Record Set* means a group of records maintained by or for the Covered Entity that are:
- The medical records and billing records about individuals maintained by or for a covered health care provider;
 - The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- g. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
- Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the *physical or mental condition, or functional status, of an individual or that affects the structure or function of the body*; and
 - Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- h. *Neighborhood-Based Family Success Center*: A neighborhood-based Family Success Center serves a single, specific neighborhood. The focus is on providing support and services to the residents within that particular area.
- i. *Outreach & Community Engagement* are strategies used to connect with and involve residents in various initiatives, programs, or projects. These approaches aim to establish meaningful relationships, foster dialogue, and promote collaboration with community members to address shared goals, needs, or concerns.
- j. *Qualitative Assessment* refers to non-numerical or categorical information that is descriptive in nature. Unlike quantitative data, which is expressed in numbers and quantities, qualitative data focuses on qualities, characteristics, opinions,

- behaviors, and subjective observations. It involves capturing and analyzing information that cannot be easily measured or quantified.
- k. *Quantitative data*- refers to information or observations that are expressed numerically or in terms of quantity. It is based on measurable variables and typically involves numerical measurements, counts, or statistics. Quantitative data can be analyzed using mathematical and statistical methods to draw conclusions, identify patterns, and make predictions.
 - l. *Satisfaction & Well-being Survey* is a research and continuous quality improvement tool used to gather information about individuals' levels of contentment with programming and service navigation, and their overall fulfillment in their lives.
 - m. *Service Navigation* refers to the process of guiding individuals through complex systems of services and resources to help them access the support they need efficiently and effectively. Is the act of directly helping connect families and residents to service providers and resources available in their local communities.
 - n. *Specialized Programming* Specialized programming a type of programming that is designed to address the specific needs of the community, as determined by the staff in partnership with the Community Advisory Council (CAC) of the Family Success Centers.
 - o. *Third Party Platform* refers to an electronic system that connects individuals in need of assistance or support with relevant service providers or agencies.
2. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- a. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
 - b. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.
 - c. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

- d. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- e. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
- Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- f. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- g. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- h. *Privacy Officer*. The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, and who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- i. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- j. *Protected Health Information*. "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
- Transmitted by, created or maintained in electronic media; or
 - Transmitted or maintained in any other form or medium;
 - Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.Required By

Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- k. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
 - l. *Security Officer*. The person designated by the Security Official or one of the District of Columbia's designated health care components, and who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer and shall be responsive to the same on matters pertaining to HIPAA compliance.
 - m. *Security Rule*. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
 - n. *Workforce*. "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.
3. Obligations and Activities of Business Associate
- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as required by Law.
 - b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
 - c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
 - d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
 - i. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health

Information received by the Business Associate on behalf of the Covered Entity.

- ii. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- iii. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- iv. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Applicable Agency Identity and Procedure Verification Policy, attached hereto as Exhibit A and incorporated by reference.
- v. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- vi. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- vii. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received

by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

viii. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

ix. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

4. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for

which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).
5. Additional Obligations of the Business Associate
- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
 - b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
 - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.

- ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.

This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.

With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.

- i. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

- ii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- a. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

6. Sanctions

(i) Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

7. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

8. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

9. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
 - g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect
9. Term and Termination
- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
 - c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
 - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.
10. *Miscellaneous*
- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
 - b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2) (f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be

litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

1.

If to the Business Associate, to:
If to the Covered Entity, to
Child and Family Services Agency
Attention: Donnie Bryant, Privacy Officer
Washington, DC 20003
Email: donnie.bryan@dc.gov

- m. *Headings*. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- n. *Counterparts; Facsimiles*. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- o. *Successors and Assigns*. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- p. *Severance*. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary, to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- q. *Independent Contractor*. The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- r. *Entire Agreement*. This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Grantee Responsibilities

- a) The Grantee expressly agrees to comply with the principal requirements of the HIPAA Security Rule;
- b) The Grantee must agree to immediately notify CFSA of any breach in confidentiality. Notice should include not only an identification of all affected individuals, but also (a) a brief description of the breach; (b) the date that the breach occurred; (c) the date the Grantee discovered the breach; (d) the categories of PHI involved in the breach; (e) the status of the Grantee's investigation; and (f) the steps, if any, the Grantee has taken, or will take, to prevent a recurrence;
- c) The Grantee must agree to restrict the use, disclosure, or request for protected health information to a "limited data set". A limited data set is defined as protected health information that excludes a long list of identifying information regarding the individual including their name, all contact information, social security number, full face photograph, and insurance information.

Compliance

Compliance with applicable District licensing, tax laws and regulations is a prerequisite for grant award. Upon notification of grant award, the following documents must be submitted prior to execution of the grant agreement: W-9 Form, Basic Business License, Certificate of Good Standing, Certificate of Insurance, Articles of Incorporation, or proof of not-for-profit status (e.g. Internal Revenue Service Determination Letter), where applicable.

Insurance

The Applicant, when requested, must show proof of all insurance coverage required by law and grant agreement at the time of application. The Applicant shall maintain general liability insurance, consistent with District law. The Applicant is responsible for adhering to the guidelines as defined by the District of Columbia Office of Contracts and Procurement.

- A. GENERAL REQUIREMENTS. The Grantee shall procure and maintain, during the entire period of performance under the Grant Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the Grant Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Grantee shall require all of its sub grantees to carry the same insurance required herein. The Grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Grantee shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
2. Automobile Liability Insurance. The Grantee shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this grant. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Grantee shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.
4. Employer's Liability Insurance. The Grantee shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Grantee shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
7. Cyber Liability Insurance. The Contractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

8. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this grant.

- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THIS GRANT.**

- D. **GRANTEE’S PROPERTY.** Grantee and sub grantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.
- F. **NOTIFICATION.** The Grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Ebony C. Terrell
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, SE
Washington, DC 20003

The Grantee shall require their insurance carrier of the required coverage to waive all rights of subrogation against the District, its Monitors, employees, agents, volunteers, contractors and subcontractors.

Audits

Each Grantee shall have an annual audit performed by an auditor who is independent from the staff person who authorizes expenditure of project funds. Whenever an audit shows that expenditures not allowable under the grant have been charged to the grant or that the Grantee has otherwise failed to discharge its obligation to account for the expenditure of grant funds, the Grant Officer shall disallow the expenditure of the funds.

At any time or times within the next twenty-four (24) months, CFSA may request the successful Applicant's expenditure statements, source documentation, and other audited financial records. By submission of their application, Applicants agree to comply with 29 DCMR § 8213.1 which requires grantees to maintain documents for three years from grant close-out.

Nondiscrimination in the Delivery of Services

In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no

person shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under any activity receiving these grant funds.

The provisions of this Grant Agreement shall be governed and construed under the laws and regulations of the District of Columbia. The Grantee agrees to comply with the confidentiality statutes in the D. C. Official Code, as well as other applicable child protection laws including, but not limited to, mandated reporter statutes.

Staff Requirements

The Applicant shall retain and maintain documentation that its staff, including volunteers, possesses adequate training and competence to perform the duties to which they have been assigned.

The Applicant shall maintain a complete written job description covering any positions funded in whole or in part through the grant, which must be included in the project files and be available for inspection on request. The job description shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and/or stipend allowance, and performance evaluation criteria. If hiring staff for this grant project, the Applicant shall obtain written documentation of work experience and personal references.

The Applicant shall maintain an individual personnel file for any project staff member, which will contain the application for employment, references, applicable credentials/certifications, and documentation of all training received, notation of any allegations of professional or other misconduct, Applicant's action with respect to the allegations, and the date and reason if terminated from employment or the grant program. All of these personnel materials shall be made available to the Grants Monitor upon request.

The Applicant shall ensure that all employees, volunteers, consultants and sub-contractors have been cleared through the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member or volunteer resided during the five years prior to employment under this grant, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

Training

The Applicant will be responsible for ensuring staff training and development are, at minimum, in compliance with licensure regulations and CFSA guidelines. The Applicant shall ensure training to program staff and volunteers including, but not limited to: relevant child welfare topics; child abuse and neglect prevention; the provision of community-based services; child development; topics relevant to engaging non-custodial fathers, engaging parents, family-centered services, conflict resolution and parent-child interaction; confidentiality and HIPAA compliance.

Performance Standards and Quality Assurance

The Applicant shall monitor and evaluate all program activities. At a minimum, a semi-annual program evaluation shall include a review of the appropriateness, quality and timeliness of each service, as well as achievement of program objectives.

The Applicant shall be responsible for specific documentation of services provided to parents and families, and updates on both progress, as well as any issues which may arise. The Applicant shall involve the participants in the development of project evaluations. When feasible, grant activities shall reflect concerns and suggestions offered by the program participants.

Monitoring

CFSA shall monitor and evaluate the performance of the Applicant according to the scope of work and related service delivery standards set forth in the Grant Agreement. The Grant Monitor or her designee will make periodic scheduled meetings with the Applicant to discuss the scope of work in relation to the services rendered to the target populations, and the relative success thereof.

Successful Applicants shall participate in CFSA-sponsored activities including, but not limited to, grant entry and exit conferences, and regular site visits. In addition, Grantees shall regularly present to CFSA and community groups on the specifics of their funded programs, including the status of services provided and outreach to increase client participation.

Evaluation

Successful Applicants shall participate fully in any CFSA-initiated or required program evaluations.

Disciplinary Action

Grantees shall, upon discovery, discipline or terminate any staff found to be in violation of the District's drug and alcohol policy. In addition, Grantees shall document supervisory actions, conferences and personnel evaluations.

SECTION IX: REVIEW AND SCORING OF APPLICATIONS

Applicant Review Panel

All grant applications will be reviewed by an internal District government review panel as well as an external review panel comprised of community stakeholders. The review panels will be comprised of qualified professionals who have been selected for their expertise and knowledge of the child protection system, and stakeholders with firsthand knowledge of the landscape and needs of focus areas. The review panels will review, score and rank each Applicant's application. Upon completion of its review, the panel shall make recommendations for awards based on the scoring process. The Director of CFSA or his designee shall make the final funding determination(s).

Scoring Criteria

Applicant(s)' application submissions will be objectively reviewed against the following specific scoring criteria.

Criterion 1: NEED (20 points) – Corresponds to Sections: Introduction and Needs & Strengths Assessment

- The extent to which the application:
 - describes the “Purpose” included in the introduction;
 - identifies barriers to well-being and community safety in the service area provides a comprehensive list of community-based organizations already contributing to the well-being and safety of residents, as well as the programs already offered by those organizations.
 - describes the process by which place-based community was selected.

Criterion 2: RESPONSE (20 points) – Corresponds to Sections: Project Description and Work Plan

- The extent to which the application:
 - demonstrates clear understanding of community-driven, place-based initiatives to best fit the needs of the population;
 - provides a clear and detailed description of how service navigation will be implemented.
 - provides a clear and detailed description of how on-site support will be offered.
 - offers a clear and detailed outline of the implementation of one-off community events, specifically centered on community safety.
 - articulates how these events will provide residents with a platform to voice their recommendations for improving both well-being and community safety.
 - provides a clear and detailed description of how a coaching program focused on well-being and safety will be designed by residents and implemented by the Family Success Center.
 - clearly identifies at least one nationally-recognized, evidence-based program deemed "effective" by the CrimeSolutions Clearinghouse and/or "well-supported" by the Title IV-E Clearinghouse, and provides a detailed description of how this program will be implemented throughout the duration of the grant.
 - offers a precise address for potential placement of the Family Success Center within the service area or provides a detailed justification for choosing not to position the Center within the service area
 - offers a clear strategy for advertising the Center’s activities physically and digitally, including on social media.
 - demonstrates previous experience serving the community or communities identified;
 - describes activities and their ability to address the problem and attain the project objectives;
 - proposes well-being and community safety objectives that are SMART (Specific, Measurable, Achievable, Relevant, and Time-Framed);
 - includes a work plan that is a logical and realistic plan of action for timely and successful achievement of objectives that support program goals; and
 - demonstrates that the proposed plan provides a foundation for sustainability of efforts beyond the projected funding period

Criterion 3: IMPACT (15 points) – Corresponds to Sections: Work Plan

The feasibility and effectiveness of plans for dissemination and scaling of project results; the extent to which project results may drive the agenda for improving family well-being and promote community safety; and the degree to which the project activities are replicable to additional communities.

Criterion 4: RESOURCES/CAPABILITIES (30 points) – Corresponds to Sections: Partnerships, and Organizational Information

This section is to describe the extent to which the applicant is capable of fulfilling the goals and objectives set forth and the quality and availability of facilities and personnel to fulfill the needs and requirements of the proposed project. Also, consider the extent to which the applicant demonstrates:

- The qualifications of the project personnel (by training and/or experience) to implement and carry out the project;
- The experience of project personnel with systems development and leadership, family well-being, and place-based community involvement;
- Experience and past successes working collaboratively with government agencies and non-government organizations from a variety of sectors to implement social service and/or public health initiatives aimed to advance family success; and
- Participation of other partners in the project (e.g., Healthy Start, Home Visiting; WIC; housing; public-private early childhood partnerships; and businesses) that support children’s developmental health and family well-being.

Criterion 5: SUPPORT REQUESTED (15 points) – Corresponds to Sections: Budget and Budget Justification Narrative

The reasonableness of the proposed budget for the project period in relation to the objectives, the complexity of the activities, and the anticipated results.

- The extent to which costs, as outlined in the budget and required resources sections, are reasonable given the scope of work; and
- The extent to which key personnel have adequate time devoted to the project to achieve project objective.

Decision on Awards

The recommendations of the review panel are advisory only and are not binding on the Director of CFSA. The final decision on awards is vested solely with the Director of CFSA or his designee. After reviewing the recommendations of the review panel and any other information considered relevant, the Director of CFSA, or his designee, shall decide which Applicant(s) to award funds and the amount(s) to be funded. CFSA reserves the right to divide the grant award among multiple Applicants, in any amount. The award may reflect overall numbers or be target population specific.

The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so. CFSA shall notify the Applicant in writing if its application is not selected for grant award.

Anticipated Announcement and Award Dates

Selection and notification of grant award is scheduled to occur no later than December 31, 2024.

Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only. Execution of a grant agreement is expected by January 01, 2025.

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